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21-04

AGREEMENT

with

BLAIRSTOWN TOWNSHIP TEACHERS' ASSOCIATION

and the

BOARD OF EDUCATION OF BLAIRSTOWN TOWNSHIP

THE COUNTY OF WARREN

NEW JERSEY

1977 - 78

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RUTGERS UNIVERSITY

## ARTICLE I.

### RECOGNITION

#### A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all teachers under contract, employed or to be employed by the Board, and the school nurse provided she has obtained a B. S. or B. A. degree from a certified college or university.

#### B. Definition of Teacher

Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional teachers represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

BLAIRSTOWN TOWNSHIP ELEMENTARY SCHOOL

Blairstown, New Jersey 07825

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

### 3. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.

### 4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the superintendent of schools and/or the Board of Education for their action. Meetings for clarification may be requested by either the PR & R Committee with the Board of Education or the Board may request a meeting with the Teachers' Association.

### 5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the superintendent, he may, within five (5) school days after a decision by the superintendent and/or Board of Education or fifteen (15) school days after the grievance was delivered to the superintendent whichever is sooner, request in writing that the Chairman of the PR & R Committee submit his grievance to arbitration. If the PR & R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR & R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited

by law or which is subject to the laws of this Association. The duration of the arbitration which the Board will have, and the Association will be bound and obliged by the award.

(2) The costs for the conduct of the arbitration, including per diem expenses, if any, and travel and necessary travel, accommodation expenses and the cost of the hearing, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### D. Right of Redress by Association.

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against the party in interest, any building representative, any member of the M.A.R. Committee or any other participant in the grievance procedure by reason of such participation.

#### E. Discretionary

1. If, in the judgment of the M.A.R. Committee, a grievance affects a group or class of teachers, the M.A.R. Committee may submit such grievance to writing to the appropriate director and the procedure of such grievance shall be conducted at Level Two. The M.A.R. Committee may propose such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One shall not be specific to the aggrieved person and all decisions rendered at Level Two of the grievance procedure which he is making before the director and the reasons therefor and shall be turned (less privately) to all teachers in interest and to the chairman of the M.A.R. Committee. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph F (c) of this article.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. These files will, on request, receive notices, including appeals, written notices and representations, and other necessary documents shall be prepared promptly by the appropriate director of the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All documents and records of the grievance shall not be construed in any manner to limit the Board's right to direct and take whatever action or actions, if any, it deems necessary or fit in this regard.

## SECTION I

1. Blue Cross, Blue Shield and AEPNA Major Medical will be provided to the employee and family at no cost to employee.
2. After ten years experience, five of which were in the Blairstown Township School District, teachers will receive an additional \$100.00 per year longevity increase until an annual increase of \$500.00 is reached.
3. Teachers with nineteen years teaching experience, ten of which were in the Blairstown Township School District, will receive an additional longevity increase of \$500.00 per year.
4. Upon receipt of an official transcript, an additional \$100.00 will be added to the teacher's salary for each group of six credits, up to a maximum of thirty credits, or \$500.00. Credits must be earned after the teacher has received a certified teaching degree. An additional \$300.00 will be received by teachers who have earned a Master's Degree. Presentation of additional credits as mentioned above may only be made during the months of August and January to facilitate the drawing of contracts effective September first and February first. All credits presented to the Board of Education for payment must have had prior approval by the school administrator and all credits must be in the teacher's field of endeavor.
5. Credit for military service time up to two years will be granted at the time of initial employment. Time in excess of two years will be halved and included in the next contract. There is a limit of four years total credit for military service.
6. All teachers hired will be immediately "on grade", salary to be determined by years certified teaching experience in public schools.
7. Teachers will be allowed two personal days leave. This leave is nonaccumulative.
8. Teachers will be allowed ten sick days per year. Unused days will be accumulated.
9. Upon retirement teachers with twenty years experience, ten of which were in the Blairstown Township School District, will receive \$10.00 a day for half of their unused accumulated sick days up to a maximum of one hundred days (\$1,000.00).
10. At the time the contract is offered, the teachers will designate whether he chooses to have a ten or twelve month payment plan.

The teacher's salary package for the school years 1977-1978 and 1978-1979 will be increased using the following method of computation:

1. The cost of living figure of the "Consumer Price Index" (National Average) for the calendar year 1976 will be used as the multiplier for the first year of the contract under these guidelines:
  - a. If the 1976 cost of living figure falls below the 5.5% mark then the multiplier will be 5.5% for the 1977-1978 contract.
  - b. If the 1976 cost of living figure falls between 5.5% and 8% then the multiplier will be that given percentage for the 1977-1978 contract.
  - c. If the 1976 cost of living figure falls between 8% and 10% then the multiplier will be 8% for the 1977-1978 contract.
  - d. If the 1976 cost of living figure exceeds 10% then the Salary Committee of the Teachers' Association and the Board of Education will reopen negotiations exclusively on the salary section of the contract.

The 1978-1979 contract will use the 1977 cost of living figure of the "Consumer Price Index" and follow the same procedure for determining the multiplier percentage as used in the first year of the contract.

11. The multiplicand for the first year of the contract will be the total of the "base salaries" from the 1976-1977 school year. The term "base salary" is defined as, "that salary a teacher receives on the Bachelor's salary guide."

The multiplicand for the second year of the contract will be the total of the "base salaries" (as defined above) from the 1977-1978 school year package.

For both years of the contract we will consider the faculty to be constant in total number and individual membership. The financial responsibility for additions to the faculty or changes in its membership requiring additional money will be the obligation of the Board of Education.

## Blairstown Teachers' Association

## Salary Guide

1977-1978

years experience	contract number	B.S.	Masters	Masters & 15	Masters & 30
0	1	\$9,957	\$10,757	\$10,907	\$11,057
1	2	10,432	11,232	11,382	11,532
2	3	10,907	11,707	11,857	12,007
3	4	11,457	12,257	12,407	12,557
4	5	12,082	12,882	13,032	13,182
5	6	12,732	13,532	13,682	13,832
6	7	13,407	14,207	14,357	14,507
7	8	14,082	14,882	15,032	15,182
8	9	14,757	15,557	15,707	15,857
9	10	15,432	16,232	16,382	16,532
10	11	16,107	16,907	17,057	17,207
11	12	16,782	17,582	17,732	17,882

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

BLAIRSTOWN TOWNSHIP  
TEACHERS' ASSOCIATION

By Barbara Cole  
President

By Raymond H. Konkle  
President

By Karen K. Hess  
Secretary

By Tris C. Fair  
Secretary